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RECORDATION NO.

Filed & 9

EXECUTED IN 5 COUNTERPARTS 23 1974 - 2:20 PM  
COUNTERPART NO. 2

INTERSTATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

Series 3

SUPPLEMENTAL AGREEMENT NO. 3

Dated as of August 15, 19 74

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1972

BY AND BETWEEN

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST

COMPANY OF CHICAGO,

Trustee

AND

PULLMAN TRANSPORT LEASING COMPANY

SUPPLEMENTAL AGREEMENT NO. 3 (the "Supplement") dated as of August 15, 1974, to EQUIPMENT TRUST AGREEMENT (the "Agreement") dated as of June 15, 1972 by and between Continental Illinois National Bank and Trust Company of Chicago, a national banking association incorporated and existing under the laws of the United States, as trustee (the "Trustee") and Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

WHEREAS, prior to the execution of this Supplemental Agreement Section 5.01 of the Agreement provided for the lease of the Trust Equipment from the Trustee to the Company for the term of 15 years from and after June 15, 1972 due to a typographical error, and

WHEREAS, it was intended by the parties in entering into the Agreement, as evidenced by the other Sections of the Agreement, that such lease should be for a term of 20 years from such date, and

WHEREAS, Section 12.01 of the Agreement authorizes the Company and the Trustee to enter into this Supplemental Agreement without the consent of the holders of the Equipment Trust Certificates issued under the Agreement;

NOW THEREFORE, it is hereby agreed that Section 5.01 of the Agreement is hereby amended to read as follows:

"SECTION 5.01. Lease of Trust Equipment.  
The Trustee does hereby let and lease to the Company, for the term of 20 years from and after June 15, 1972, all of the Trust Equipment."

Except as amended herein, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals duly attested, to be hereunto affixed as of the day and year first written.


CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

BY



M. J. Kruger

SECOND VICE PRESIDENT



[Corporate Seal]

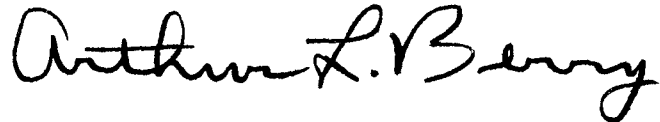
Attest:



J. C. MULL, JR.  
Trust Officer.

PULLMAN TRANSPORT LEASING COMPANY

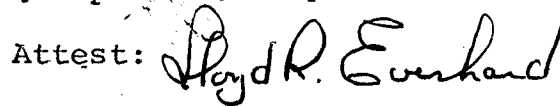
BY



~~Vice~~ President

[Corporate Seal]

Attest:



Secretary

STATE OF ILLINOIS, }  
COUNTY OF COOK, } SS.:

On this 13<sup>th</sup> day of September, 1974, before me personally came M. J. Kruger, to me known, who, being by me duly sworn, says that he resides at 4170 N. Marine Drive, Chicago, Illinois 60617, that he is a SECOND VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

*T. K. Kellon*  
Notary Public

My Commission Expires Nov. 11, 1974

[Notarial Seal]

STATE OF ILLINOIS, }  
COUNTY OF COOK, } SS.:

On this 5th day of September, 1974, before me personally came Arthur L. Berry, to me known, who, being by me duly sworn, says that he resides at 1639 Central Avenue, Wilmette, Ill., that he is the President of PULLMAN TRANSPORT LEASING COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Jerome F. Rezel*  
Notary Public

My Commission Expires Feb. 24, 1978

[Notarial Seal]